



REQUEST FOR QUOTATION

QUOTATIONS WILL BE RECEIVED UNTIL 5:00 P.M. M.S.T.
ON DATE: May 5, 2006

Published Date: April 14, 2006

RFQ NO. R9-6-063

ARIZONA DEPARTMENT OF
PUBLIC SAFETY
2102 W. ENCANTO BLVD.
P O BOX 6638 MAIL DROP 1330
PHOENIX ARIZONA 85005
PHONE (602) 223-2451
FAX (602) 223-2944

Page 1 of 9

VENDOR QUOTATION

Read the terms and conditions attached before preparing your quotation. Vendor should quote his best price, FOB destination, including all delivery charges, but excluding applicable taxes. Delivery schedule and discount for early payment should be indicated in the spaces provided below. Return your quotation promptly to Finance at the above address, referencing the RFQ number on your return envelope, or fax to **(602)-223-2944**.

THIS IS NOT A PURCHASE ORDER.

DELIVERY POINT: Arizona DPS

PROCUREMENT SPECIALIST:

Margaret Hetrick

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1	each	<p>The Arizona Department of Public Safety is requesting your quote to provide structural engineering, analysis, and recommendation for the following:</p> <ul style="list-style-type: none">➤ Structural loading studies for present antennas, microwave dishes and support structures and requested additional loading.➤ Provide stamped engineering reports and recommendations of present and additional structural loading.➤ Analyses must be done using an ERITower proprietary software designed exclusively for the tower and monopole industry.➤ All analyses and designs must conform to ANSI-EIA/TIA-222-F or G requirements as applied to loading. <p>Hourly rate to provide above services</p> <p>Note: Offeror must provide information regarding previous experience to engineering and analysis of communication towers and foundations.</p>	\$ _____	\$ _____

THIS SECTION MUST BE COMPLETED BY VENDOR

Company Name Address City State Zip Telephone No.

Fax No.

Delivery is promised within _____ calendar days after receipt of an order. If payment is made within _____ days after receipt of goods or services, the buyer is entitled to a discount of _____% on the above listed price(s).

Signature

Date

Typed Name and Title



TERMS AND CONDITIONS

RFQ #R9-6-063

Arizona Department of Public Safety
2102 W. Encanto Blvd.
P. O. Box 6330 Mail Drop 1330
Phoenix, AZ 85005
Phone: (602) 223-2451
Fax: (602) 223-2944
Page 2 of 9

The State of Arizona's Uniform Terms and Conditions, and Instructions to Offerors are hereby incorporated by reference.

1. Quotations, in order to receive consideration, must be on page one, signed and received in DPS Finance no later than the time and business date specified on the Request for Quotation.
2. These are informal quotations and are not read at a public opening, but information may be obtained at any time after they have been tabulated, evaluated and awarded.
3. Unless otherwise specifically provided in this Request for Quotation, all equipment, materials, parts and other components incorporated in the work or end item covered by this contract shall be completely new, of the latest model and of the most suitable grade for the purpose intended. Any and all work under this contract shall be performed in a skilled and workmanlike manner.
4. In case of error in the extension of prices in the Quotation, the unit price will govern. No Quotation shall be altered, amended or withdrawn after the specific date for receiving Quotations. Negligence on the part of the Vendor in preparing the Quotation confers no right for the withdrawal of the Quotation after it has been opened.
5. Unless the Vendor states otherwise, the Buyer reserves the right to award by individual line item, by groups of line items, or as a total, whichever is deemed most advantageous to the State.
6. The State of Arizona is exempt from Federal Excise Tax, including Federal Transportation Tax. Exemption certificates will be furnished upon request. Sales tax, if any, should be indicated as a separate item.
7. A separate invoice shall be issued for each shipment and no payment will be made prior to receipt of goods or services and correct invoice. Payment shall be subject to the provisions of Title 35 of Arizona Revised Statutes.
8. Payment discount periods will be computed from the date of receipt of goods/services or correct invoice, whichever is later, to date Buyer's warrant is mailed. Unless freight and other charges are itemized, any discount provided will be taken on the full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the bid price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.
9. Periods of time, stated as a number of days, shall be calendar days.
10. Samples requested must be furnished free of any expense and, if not destroyed or required as a future quality standard on award items, will upon request, be returned at the Vendor's expense.
11. Vendor agrees to indemnify, defend, and save the Buyer harmless from any loss, damage or expense whatsoever resulting to the Buyer from any and all claims and demands on account of infringement or alleged infringement of any patent in connection with the manufacture or use of any product included in this Request for Quotation. Vendor will indemnify Buyer against all claims for damages to persons or property resulting from defects in materials or workmanship.
12. The right is reserved to reject any, or all, bids, combinations of items, or lot, and to waive informalities not inconsistent with law.
13. Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to approximate the quality design or performance which is desired. Any bid which proposes like quality, design or performance will be considered. If the description of your offer differs in any way, you must give complete detailed description of your quotation including pictures and literature where applicable. Unless a specific exception is made, the assumption will be that you are bidding exactly as specified on the Request for Quotation.
14. Erasures, interlineations or other changes must be initialed by the person(s) signing the Request for Quotation.
15. This Request for Quotation and any resulting contract shall be governed by the Uniform Commercial Code, as adopted in the State of Arizona and the Arizona Procurement Code and shall be governed by the law of the State of Arizona. Suits pertaining to this Quotation may be brought only in the courts of the State of Arizona.
16. Any contract resulting from this Request for Quotation is subjected to cancellation by the Governor for conflict of interest pursuant to A.R.S. 38-511, the provisions of which are incorporated herein.



SPEICAL TERMS AND CONDITONS

RFQ #R9-6-063

Arizona Department of Public Safety
2102 W. Encanto Blvd.
P. O. Box 6330 Mail Drop 1330
Phoenix, AZ 85005
Phone: (602) 223-2451
Fax: (602) 223-2944
Page 3 of 9

1. **Evaluation:** In accordance with the Arizona Procurement code §41-2535, awards shall be made to the responsible bidder submitting the quotation which is most advantageous to the State and conforms to the solicitation.
2. **Term Of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or otherwise provided herein.
3. **Contract Renewal:** The contract shall not bind nor purport to bind the State for any contractual commitment in excess of the original contract period. The Department of Public Safety reserves the right, upon mutual agreement between the Department of Public Safety and the successful offeror, to renew the contract for supplemental periods of up to a maximum of 48 months or a portion thereof. If such rights are exercised, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period unless otherwise stipulated.
4. **Price Adjustment (after 1 year):** The Department of Public Safety may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The Department of Public Safety shall determine whether the requested price increase or an alternate option is in the best interest of the State. The price increase adjustment, if approved, will be effective upon the effective date of the contract extension. Price reductions will become effective upon acceptance by the State. The price increase adjustment, if approved, will be effective upon the effective date of the contract extension. Price reductions will become effective upon acceptance by the state.
5. **Delivery:** Delivery shall be made within thirty (30) days of receipt of the purchase order. If delivery is not completed within the required thirty (30) days the state reserves the right to purchase the item(s) specified on the open market.
6. **Indemnification Clause:** Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as Aindemnitee@) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys= fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as Aclaims@) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the workers= compensation law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the indemnitee, be indemnified by contractor from and against any and all claims. It is agreed that contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the contractor for the State of Arizona. This indemnity shall not apply if the contractor or subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.
7. **Insurance Requirements:** Contractor and subcontractors shall procure and maintain, until all of their obligations, including any warranty periods under this contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.



SPECIAL TERMS AND CONDITIONS

RFQ #R9-6-063

Arizona Department of Public Safety
2102 W. Encanto Blvd.
P. O. Box 6330 Mail Drop 1330
Phoenix, AZ 85005
Phone: (602) 223-2451
Fax: (602) 223-2944
Page 4 of 9

The *insurance requirements* herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the contractor from liabilities that might arise out of the performance of the work under this contract by the contractor, its agents, representatives, employees or subcontractors, and contractor is free to purchase additional insurance.

7.1 Minimum Scope and Limits of Insurance: Contractor shall provide coverage with the limits of liability not less than those stated below:

7.1.1 Commercial General Liability–Occurrence Form: Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

General Aggregate	\$1,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability – Written and Oral	\$1,000,000
Fire Legal Liability	\$ 50,000
Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional insured language: *AThe State of Arizona and the Arizona Department of Public Safety shall be named as additional insured=s with respect to liability arising out of the activities performed by or on behalf of the contractor@.*

The policy shall contain a waiver of subrogation against the State of Arizona and the Arizona Department of Public Safety for losses arising from work performed by or on behalf of the contractor.

7.1.2 Workers = Compensation and Employers= Liability:

Workers= Compensation	Statutory
Employer=s Liability	\$ 500,000 Each Accident
	\$ 500,000 Each Employee - Disease
	\$1,000,000 Policy Limit - Disease

The policy shall contain a waiver of subrogation against the State of Arizona and the Arizona Department of Public Safety for losses arising from work performed by or on behalf of the contractor. This requirement shall not apply to: separately, each contractor or subcontractor exempt under A.R.S. '23-901, and when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor Form).

7.1.3 Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

The State of Arizona and the Arizona Department of Public Safety wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the contractor, even if those limits of liability are in excess of those required by this contract.

The contractor=s insurance coverage shall be primary insurance with respect to all other available sources.

Coverage provided by the contractor shall not be limited to the liability assumed under the indemnification provisions of this contract.



SPEICAL TERMS AND CONDITONS

RFQ #R9-6-063

Arizona Department of Public Safety
2102 W. Encanto Blvd.
P. O. Box 6330 Mail Drop 1330
Phoenix, AZ 85005
Phone: (602) 223-2451
Fax: (602) 223-2944
Page 5 of 9

- 7.1.4 Notice of Cancellation:** Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Arizona Department of Public Safety. Such notices shall be sent directly to the Arizona Department of Public Safety - Finance Section - Mail Drop 1330; P.O. Box 6638, Phoenix, Arizona 85005-6638, and shall be sent by certified mail, return receipt requested.
- 7.1.5 Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an A.A.M. Best rating of not less than A-VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the contractor from potential insurer insolvency.
- 7.1.6 Verification of Coverage:** Contractor shall furnish the Arizona Department of Public Safety with certificates of insurance (Acord Form or equivalent approved by the State of Arizona) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Arizona Department of Public Safety before work commences. Each insurance policy required by this contract must be in effect at or prior to commencement of work under this contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this contract, or to provide evidence of renewal, is a material breach of contract. All certificates required by this contract shall be sent directly to the Arizona Department of Public Safety - Finance Section - Mail Drop 1330; P.O. Box 6638, Phoenix, Arizona 85005-6638. The State of Arizona contract number and description shall be noted on the certificate of insurance. The Arizona Department of
- Public Safety reserves the right to require complete, certified copies of all insurance policies required by this contract at any time. *Do not send certificates of insurance to the State of Arizona's Risk Management Section.*
- 7.1.7 Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insured under its policies or contractor shall furnish to the Arizona Department of Public Safety separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- 7.1.8 Approval:** Any modifications or variation from the insurance requirements in this contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- 7.1.9 Exceptions:** In the event the contractor or subcontractor(s) is/are a public entity, then the insurance requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.



SPECIAL TERMS AND CONDITIONS

RFQ #R9-6-063

Arizona Department of Public Safety
2102 W. Encanto Blvd.
P.O. Box 1660 Mail Drop 1330
Phoenix, AZ 85005
Phone: (602) 223-2451
Fax: (602) 223-2944
Page 6 of 9

8. **Special Instructions: State of Arizona Purchasing Card Program Option:** The State Of Arizona has implemented a purchasing card program. Participating vendors may receive payments from the Department of Public Safety via this purchasing card program. Bidder/Offerors should consult with their servicing bank to discuss this program and all applicable fees.
9. **VIP Contracts:** Through the Governor's Efficiency Review initiative the Value in Procurement Committee has been established. A major initiative of the VIP Committee is to aggregate specific procurements to increase efficiency and cut costs. The VIP Committee may designate and establish a statewide contract for these types of goods or services. At such time, this contract may not be extended beyond its current term, although additional contract extensions may still be available.
10. **Discount Rates:** The contractor(s) shall be responsible for disclosing and honoring all applicable discount rates contained herein (i.e. Purchasing Card, Electronic Ordering Systems, Quantity Purchase, Special Educational and Prompt Payment discounts) to the Department of Public Safety. Disclosure shall be made during all verbal and written communications, order confirmations, and on invoicing activities made under the resultant contract(s). Failure to disclose and include all applicable discount rates to contracted customers may result in contract cancellation.
11. **Alcohol and Weapons:** No alcoholic beverage of any type and no weapon of any type, make, model, shape and/or design shall be permitted on any Arizona Department of Public Safety property (land or building). Any contractor or contractor employee possessing any type of alcoholic beverage or any type of weapon on any Arizona Department of Public Safety property shall be immediately removed from the property and not be allowed future access.
12. **Offshore Performance Of Work Prohibited:** Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
13. **Federal Immigration Laws, Compliance By State Contractors:** By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Contractor or subcontractor or any of its subcontractors performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contractor for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor performing work under the Contract.



SPECIAL TERMS AND CONDITIONS

RFQ #R9-6-063

Arizona Department of Public Safety
2102 W. Encanto Blvd.
P.O. Box 1660 Mail Drop 1330
Phoenix, AZ 85005
Phone: (602) 223-2451
Fax: (602) 223-2944
Page 7 of 9

- 14. Questions:** Questions pertaining to this solicitation shall be directed to Margaret Hetrick, Procurement Specialist, at (602) 223 -2451.

**Fax your response to: Margaret Hetrick, Procurement Specialist,
Procurement Unit, at (602) 223-2944.**

(NOTE: Responses due prior to 5:00 P.M. M.S.T. on 05/05/06)

Please submit the attached Small Business - MBE/WBE Certification with your bid.



SPECIFICATIONS

RFQ #R9-6-063

Arizona Department of Public Safety
2102 W. Encanto Blvd.
P.O. Box 1660 Mail Drop 1330
Phoenix, AZ 85005
Phone: (602) 223-2451
Fax: (602) 223-2944
Page 8 of 9

Specifications :

The Arizona Department of Public Safety is requesting your quote to provide structural engineering, analysis, and recommendation for the following:

- Structural loading studies for present antennas, microwave dishes and support structures and requested additional loading.
- Provide stamped engineering reports and recommendations of present and additional structural loading.
- Analyses must be done using an ERITower proprietary software designed exclusively for the tower and monopole industry.
- All analyses and designs must conform to ANSI-EIA/TIA-222-F or G requirements as applied to loading.

NOTE: Offeror must provide information regarding previous experience in engineering and analysis of communications towers and foundations.

**ATTACHMENT**

RFQ #R9-6-063

Arizona Department of Public Safety
2102 W. Encanto Blvd.
P.O. Box 1660 Mail Drop 1330
Phoenix, AZ 85005
Phone: (602) 223-2451
Fax: (602) 223-2944
Page 9 of 9

In accordance with A.R.S. §41-1001 (19), A.R.S. §41-2535, and Rule R2-7-335, Arizona Procurement Rules. The following form is to be completed by the supplier to certify that acquisition of materials or services, **between the aggregate amount of \$1001 and \$50,000**, are made to small businesses.

Arizona Revised Statute §41-1001, State Government;

Paragraph 19. "Small Business" means a concern, including its affiliates, which is independently owned/operated, which is not dominant in its field and which employs fewer than 100 full-time employees OR which had gross receipts of less than \$4 million dollars in its last fiscal year. For the purpose of specific rule, an agency may define small business to include more persons if it finds that such a definition is necessary to adapt the rule to the needs and problems of small businesses and organizations.

I CERTIFY THAT THE BUSINESS IDENTIFIED ON THIS FORM IS A SMALL, MINORITY, AND/OR WOMAN OWNED BUSINESS AS PER THE DEFINITION ABOVE:

CHECK ONE ONLY

<input type="checkbox"/> Small Business	<input type="checkbox"/> Woman Owned Business	<input type="checkbox"/> Small, Woman Owned Business
<input type="checkbox"/> Small Business, African American Owned	<input type="checkbox"/> Woman Owned Business, African American	<input type="checkbox"/> Small, Woman Owned Business, African American
<input type="checkbox"/> Small Business, Asian Owned	<input type="checkbox"/> Woman Owned Business, Asian	<input type="checkbox"/> Small, Woman Owned Business, Asian
<input type="checkbox"/> Small Business, Hispanic Owned	<input type="checkbox"/> Woman Owned Business, Hispanic	<input type="checkbox"/> Small, Woman Owned Business, Hispanic
<input type="checkbox"/> Small Business, Native American Owned	<input type="checkbox"/> Woman Owned Business, Native American	<input type="checkbox"/> Small, Woman Owned Business, Native American
<input type="checkbox"/> Small Business, Other Owned	<input type="checkbox"/> Woman Owned Business, Other	<input type="checkbox"/> Small, Woman Owned Business, Other
<input type="checkbox"/> Minority, African American Owned Business		
<input type="checkbox"/> Minority, Asian Owned Business		<input type="checkbox"/> Non-Profit Organization
<input type="checkbox"/> Minority, Hispanic Owned Business		<input type="checkbox"/> Disabled Owned Business
<input type="checkbox"/> Minority, Native American Owned Business		
<input type="checkbox"/> Minority Owned Business, Other		<input type="checkbox"/> Non-Small, Non-Minority, Non-Woman Owned

Supplier		
Name		
Address		
City, State, Zip		
Contact Person		
Federal Tax ID or SSN		
Signature		
Phone	Fax	Date

Note: Please submit this form with your solicitation response.